



CITY OF HAYWARD
AGENDA REPORT

AGENDA DATE 07/23/02

AGENDA ITEM 8

WORK SESSION ITEM

TO: Mayor and City Council

FROM: Human Resources Director

SUBJECT: Adoption of Salary and Benefits Resolution for City Manager, City Attorney and City Clerk

RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution approving modifications to the employment agreements of the City Manager, City Attorney and City Clerk.

BACKGROUND:

Pursuant to the requirements of Government Code, and the provisions of City Manager's and City Attorney's employment agreements, the City Council appointed a committee consisting of Councilman Ward and Mayor Cooper to meet with its appointed employees to discuss performance, wages and working conditions. At the conclusion of the meetings, the employees consented to, and the Committee agreed to recommend that the Council approve the modifications set forth in the attached resolution. In addition, the Committee agreed to recommend that the Council enter into a written employment agreement with the City Clerk setting forth the terms and conditions of her employment with the City of Hayward.

Recommended by:

A handwritten signature in cursive script, reading "Beth Perrin-Scales".

Beth Perrin-Scales, Human Resources Director

Approved by:

A handwritten signature in cursive script, reading "Jesús Armas".

Jesús Armas, City Manager

Exhibits:

DRAFT 

HAYWARD CITY COUNCIL

RESOLUTION NO. _____

Introduced by Council Member _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HAYWARD RELATING TO THE SALARIES AND BENEFITS
OF THE CITY MANAGER, CITY ATTORNEY AND CITY CLERK

WHEREAS, the City Council is required to review the salaries and benefits of the City Attorney, City Clerk and City Manager; and

WHEREAS, Mayor Cooper and Councilman Ward met with the appointed employees to discuss salaries and benefits; and

WHEREAS, the Council has determined that the compensation of both the City Manager and City Attorney has fallen considerably below the average compensation provided for city managers and city attorneys in the City's survey cities, and

WHEREAS, the Council has determined that the salaries of its appointed officers should be adjusted to bring it into parity with the average of the group of the cities surveyed to determine compensation levels; and

WHEREAS, the Council has determined that it should enter into a written employment agreement with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hayward does hereby authorize the following adjustments to be made to the employment contracts and agreements of the City Attorney, City Manager, and City Clerk:

1. CITY CLERK

- A. The attached employment agreement for the City Clerk is hereby approved and shall be executed by the Mayor.
- B. The City Clerk shall receive cost of living increases of 4% beginning July 1, 2002, July 1, 2003 and July 1, 2004.
- C. The City Clerk's automobile allowance shall be adjusted to \$220 per month beginning July 1, 2002.

2. CITY MANAGER

- A. The City Manager shall receive cost of living increases of 4% beginning July 1, 2002, July 1, 2003 and July 1, 2004.
- B. The City Manager's salary shall be adjusted 6.05% on July 1, 2002 and 6.05% on July 1, 2003.
- C. The City Manager's automobile allowance shall be adjusted to \$500 per month beginning July 1, 2002.

3. CITY ATTORNEY

- A. The City Attorney shall receive cost of living increases of 4% beginning July 1, 2002, July 1, 2003 and July 1, 2004.
- B. The City Attorney's salary shall be adjusted 6% beginning July 1, 2002.
- C. The City Attorney's automobile allowance shall be adjusted to \$425 per month beginning July 1, 2002.
- D. In recognition of 20 years of municipal service, the City Attorney shall be credited with the equivalent of such service with the City of Hayward for the purpose of calculating benefits. Hence, one week of vacation shall be credited to the City Attorney effective July 1, 2002. Subparagraph a. of paragraph 6 of the City Attorney's Employment Agreement shall be amended to provide 20 days of annual vacation effective January 1, 2003.

IN COUNCIL, HAYWARD, CALIFORNIA _____, 1999

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
City Clerk of the City of Hayward

APPROVED AS TO FORM:

City Attorney of the City of Hayward

EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF HAYWARD
AND
ANGELINA REYES

THIS AGREEMENT is between the CITY OF HAYWARD (hereinafter City) and ANGELINA REYES (hereinafter Employee).

STATEMENT OF FACTS

City desires to continue the employment of ANGELINA REYES as City Clerk of the City of Hayward as provided by the City Charter.

ANGELINA REYES desires to continue to serve as City Clerk of the City of Hayward.

The City Council, as appointing authority, and ANGELINA REYES desire to agree in writing to the terms and conditions of ANGELINA REYES'S continued employment as City Clerk.

AGREEMENT

1. DUTIES.

City hereby agrees to employ ANGELINA REYES as City Clerk of the City of Hayward to perform the functions and duties specified in the City Charter, ordinances, and resolutions of the City, and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign.

2. TERMINATION AND SEVERANCE PAY.

The City Council may terminate the services of Employee at any time, but if it does, the City must comply with this section concerning severance pay.

Employee may resign at any time from his position with the City, but if she does, she shall give the City at least 90 days advance notice.

If Employee is terminated by the City Council while still willing and able to perform the duties of City Clerk, City agrees to pay Employee, in addition to any other amounts that may be due Employee at the time of separation of employment under the provisions of the resolution setting forth terms and conditions for employees assigned to the City's Unrepresented Management Unit, a lump sum cash payment as severance pay. The amount of severance pay shall be equivalent to three (3) months of Employee's base salary and benefits.

For purposes of calculating any severance payment, the term base salary used in this agreement shall mean the hourly rate of pay for the City Clerk provided in the City's Positions and Salaries Resolution that is effective on the date the termination is effective.

If Employee is terminated because of conviction of a felony or other serious criminal offense involving moral turpitude which brings discredit upon the City of Hayward, then City shall have no obligation to pay the aggregate sum designated for severance pay.

3. SALARY.

City agrees to pay Employee \$7,802 per month for services provided by Employee, payable in installments at the same time as other employees of the City are paid. City agrees to increase said salary, and the other benefits that are provided to Employee by virtue of his employment with City, in such amounts and to such an extent as the City Council may determine to be desirable. City agrees to review the adequacy of the salary and benefits provided Employee at the same time as similar consideration is given other employees in the

City's Unrepresented Management Unit, though City may do so at intervening times as well if it determines that an additional review is warranted.

4. AUTOMOBILE ALLOWANCE.

Employee's duties require that she shall have the use of an automobile at all times during his employment with the City. City shall reimburse Employee \$220 per month for the expenses of owning, maintaining, and insuring a personal automobile. This amount shall be evaluated annually to consider the increasing costs of ownership, maintenance, and insurance of a vehicle.

5. OTHER EMPLOYEE BENEFITS.

a. Vacation Leave. Employee shall be entitled to 20 days of vacation leave annually.

b. Sick Leave. Employee shall be entitled to the same amount of sick leave as provided for employees of the Unrepresented Management.

c. Other Benefits. All actions taken by the City Council relating to the employee benefits for employees in the Unrepresented Management Unit shall be considered actions granting the same benefits to Employee. As used herein, employee benefits include but are not limited to vacation, sick leave, administrative leave, holiday pay, deferred compensation, retirement (PERS) benefits and payments, health insurance, dental insurance, life insurance, and long-term disability insurance.

6. PERFORMANCE EVALUATION.

The City Council and Employee, at the discretion of the City Council, shall meet annually to evaluate Employee's performance.

7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The City Council shall fix by resolution any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provisions of this agreement, the City Charter, or other law.

8. ASSIGNMENT.

This agreement is not assignable by either City or Employee.

IN WITNESS WHEREOF, the City of Hayward has caused this agreement to be executed by the Mayor and attested by the City Clerk, and Employee has signed it.

ANGELINA REYES, Employee

MAYOR, City of Hayward

ATTEST:

City Clerk, City of Hayward

APPROVED AS TO FORM:

Michael J. O'Toole
Hayward City Attorney